## WHAT'S YOUR CARRIER LLC Terms of Use

These WHAT'S YOUR CARRIER LLC Terms of Use (this "**Agreement**") apply to your access or use of the WHAT'S YOUR CARRIER LLC websites, mobile sites, and applications (collectively, the "**WHAT'S YOUR CARRIER LLC Sites**") and the content, features, and services (the "**Services**") made available by WHAT'S YOUR CARRIER LLC.

In this Agreement, "WHAT'S YOUR CARRIER LLC" and "we" mean the WHAT'S YOUR CARRIER LLC company that is providing the Services to you. WHAT'S YOUR CARRIER LLC entity contact details are in Appendix A. The terms "User" and "you" mean any user of the Services. This Agreement incorporates WHAT'S YOUR CARRIER LLC.'s standard policies, procedures, and terms and conditions for use of the Services that are referenced by name or by links in this Agreement (collectively, the "WHAT'S YOUR CARRIER LLC Policies").

By accessing or using the Services you (1) acknowledge that you have read, understand, and agree to be bound by our terms and conditions which are all available for download on WHAT'S YOUR CARRIER LLC.com and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services.

WHAT'S YOUR CARRIER LLC may update or revise this Agreement (including any WHAT'S YOUR CARRIER LLC Policies) from time to time. You agree that you will review this Agreement periodically. You are free to decide whether to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to "agree" to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, you must terminate your use of the Services, in which case you will no longer have access to your Account (as defined below). Except as otherwise expressly stated by WHAT'S YOUR CARRIER LLC, any use of the Services (e.g., the use of the Reservation Services (as defined herein), Request for Proposal (RFP) Services (as defined herein), Payment Services (as defined herein) is subject to the version of this Agreement in effect at the time of use.

## Part I – Reservation/ Event Planning Services

 Venue Reservations. WHAT'S YOUR CARRIER LLC makes available venue reservation services (the "Venue Booking Services") through the WHAT'S YOUR CARRIER LLC Sites to User for assisting User in securing hotel room reservations, event space or joining a waitlist at participating third-party venues (each, a "Venue"). Please refer to the <u>venue/event booking terms</u> on www.WHAT'S YOUR CARRIER LLC.com. By using WHAT'S YOUR CARRIER LLC, User agrees to receive reservation and waitlist confirmations, updates, modifications and/or cancellations by email or other electronic messages.

If you are unable to keep your hotel reservation/ event contract and you fail to cancel within the given terms and conditions, WHAT'S YOUR CARRIER LLC will send you an email letting you know that our records indicate that you/ or your delegates were a no-show. Upon arriving at the Venue, it is the User's responsibility to notify the front desk or conference office that the User has a reservation/ event booking. By using WHAT'S YOUR CARRIER LLC sites to make the booking, User agrees to receive no-show notifications by email after a report that your reservation/ event booking was not honoured, whether that was in fact the case.

If you wish to remove yourself from a housing and/or Request for Proposal (RFP) waitlist, you can do so by contacting your Account Director and/or Consultant at WHAT'S YOUR CARRIER LLC.

- 2. WHAT'S YOUR CARRIER LLC Daisy Rewards. Depending on your country of residency, you may register your interest to your Account Director and/or Consultant to participate in WHAT'S YOUR CARRIER LLC.'s Daisy programme. Our third-party suppliers concerned would be exclusively new fair trade companies owned by women who make innovative new products as a 'corporate give away' for events. By communicating your willingness to take part in the programme, only your name and business postal address would be passed on, not any other data. WHAT'S YOUR CARRIER LLC takes no responsibility for how the relevant third-party suppliers share your information and you would need to revert to their privacy policy.
- 3. **Usage Guidelines**. User agrees to use the WHAT'S YOUR CARRIER LLC Sites to book reservations or send Request for proposal (RFP). Please refer to our website policy terms.

## Part II – Terms for All Services

4. **Privacy Policy**. WHAT'S YOUR CARRIER LLC is committed to helping you safeguard your privacy online. Please review our <u>privacy policy</u> for details about how we collect, use, and disclose information in connection with the Services.

- 5. Your Account. You may (but are not required to) create an account with WHAT'S YOUR CARRIER LLC through the WHAT'S YOUR CARRIER LLC Sites ("Account") to use the Reservation Services and issue Request for Proposal (RFP). When registering for a PIMS Account, you must provide true, accurate, current, and complete data about yourself to WHAT'S YOUR CARRIER LLC. ("Registration Data"). You also agree to promptly update the Registration Data to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your Account and the information in your Account, and, except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether authorised by you. You agree to immediately notify WHAT'S YOUR CARRIER LLC of any unauthorised use of your Account or any other breach of security related to your use of the Services.
- 6. **Communications from WHAT'S YOUR CARRIER LLC**. If you use our Sites and Services, WHAT'S YOUR CARRIER LLC may communicate with you via electronic messages, including email or text message/SMS, in accordance with our privacy policy.
- 7. **Technical Requirements**. Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. You may be required to have JavaScript (or similar technologies) enabled to use the WHAT'S YOUR CARRIER LLC Site, and some features and portions of the WHAT'S YOUR CARRIER LLC Site (including, but not limited to, making, modifying, or cancelling reservations) may not be accessible with JavaScript disabled.
- 8. Modifications to Services. WHAT'S YOUR CARRIER LLC reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the WHAT'S YOUR CARRIER LLC Sites, Venues and/or Third-Party Suppliers. WHAT'S YOUR CARRIER LLC shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to contact your Account Director and/or Consultant or cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.
- 9. Intellectual Property Rights and Grant of Rights to User. Please refer to the event software and website user policies on whatsyourcarrier.com
- 10. **Application License**. Please refer to the event software and website user policies on whatsyourcarrier.com
- 11. **Use Restrictions**. The Services and WHAT'S YOUR CARRIER LLC Content are offered solely for User's personal use for the purposes described in this Agreement. All other uses are prohibited. WHAT'S YOUR CARRIER LLC expressly reserves all its rights and remedies under applicable laws). WHAT'S YOUR CARRIER LLC reserves the right, in its sole discretion, to refuse service, terminate

Accounts, remove or edit content, or deny access to the Services. You agree not to (and not to allow any third party to): (1) use any deep- link, robot, spider, scraper, or other automatic or manual device, process, or means to access, copy, search, or monitor any portion of the Services or WHAT'S YOUR CARRIER LLC Content, except as expressly authorised by WHAT'S YOUR CARRIER LLC; (2) take any action that imposes or may impose (in WHAT'S YOUR CARRIER LLC.'s sole determination) an unreasonable or a disproportionately large load on the Services or WHAT'S YOUR CARRIER LLC.'s infrastructure; (3) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (4) rent, lease, copy, provide access to or sublicense any portion of the Services or WHAT'S YOUR CARRIER LLC Content to a third party; (5) use any portion of the Services or WHAT'S YOUR CARRIER LLC Content to provide, or incorporate any portion of the Services or WHAT'S YOUR CARRIER LLC Content into, any product or service provided to a third party; (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to WHAT'S YOUR CARRIER LLC); (7) modify any Services or WHAT'S YOUR CARRIER LLC Content or create any derivative product from any of the foregoing; (8) remove or obscure any proprietary or other notices contained in the Services or WHAT'S YOUR CARRIER LLC Content; (9) use the Services or WHAT'S YOUR CARRIER LLC Content for any illegal purpose; or (10) publicly disseminate information regarding the performance of the Services or WHAT'S YOUR CARRIER LLC Content or access or use the Services or WHAT'S YOUR CARRIER LLC Content for competitive analysis or benchmarking purposes. Although the WHAT'S YOUR CARRIER LLC Sites may be accessible worldwide, not all features or services discussed, referenced, provided or offered through or on the WHAT'S YOUR CARRIER LLC Sites are available to all persons. WHAT'S YOUR CARRIER LLC reserves the right to limit, in its sole discretion, the provision and quantity of any feature or service to any person or geographic area. For more details, please refer to the event software and website user policies on www.WHAT'S YOUR CARRIER LLC.com

- 12. **Export Control**. Please refer to the event software and website user policies on www.WHAT'S YOUR CARRIER LLC.com
- 13. Termination. WHAT'S YOUR CARRIER LLC may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, WHAT'S YOUR CARRIER LLC may suspend your access to the Services if we believe you to be in violation of any part of this Agreement (including any WHAT'S YOUR CARRIER LLC Policies). After any suspension or termination, you may or may not be granted permission to use the Services or re- establish a PIMS Account. You agree that WHAT'S YOUR CARRIER LLC shall

not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement. You are always free to discontinue your use of the Services at any time and/ or in line with the termination periods set out in the master supplier of services agreement. You understand that any termination of your Account may involve deletion of any content stored in your Account for which WHAT'S YOUR CARRIER LLC will adhere to their privacy policy. Please refer to the event software and website user policies and privacy policy at www.WHAT'S YOUR CARRIER LLC.com

14. Reviews, Comments, Communications, and Other Content. The Services may permit you to submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions, or other information ("User **Content**"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libellous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party's publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising, or health code violations (e.g., foreign objects in food, food poisoning, etc.). Your User Content should be unbiased and objective. You may not submit reviews, comments or ratings for which you are being compensated in any manner, or for your own venue or any venue of your employer, friend, relative or a competitor. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. The name or handle you choose to provide to WHAT'S YOUR CARRIER LLC may be displayed publicly with such User Content. WHAT'S YOUR CARRIER LLC reserves the right (but has no obligation) to monitor, remove, or edit User Content in WHAT'S YOUR CARRIER LLC.'s sole discretion, including if User Content violates this Agreement (including any WHAT'S YOUR CARRIER LLC Policies), but you acknowledge that WHAT'S YOUR CARRIER LLC may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant WHAT'S YOUR CARRIER LLC a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to venues, partners and other third party websites and feeds) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual's name or likeness in addition to any moral or other rights you may have in the User Content you submit in favour of WHAT'S

YOUR CARRIER LLC. You represent that you own or have the necessary

permissions to use and authorize the use of User Content as described herein. WHAT'S YOUR CARRIER LLC takes no responsibility and assumes no liability for any User Content submitted by you or any other User or third party, nor do we guarantee any confidentiality with respect to User Content. Please refer to the event software and website user policies on www.WHAT'S YOUR CARRIER LLC.com

- 15. Your Representations and Indemnity. You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by WHAT'S YOUR CARRIER LLC and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at WHAT'S YOUR CARRIER LLC.'s request) defend WHAT'S YOUR CARRIER LLC, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "WHAT'S YOUR CARRIER LLC Parties") from and against all claims resulting from (1) any User Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of this Agreement.
- 16. Liability Limitations. Except as expressly specified herein, in no event shall the WHAT'S YOUR CARRIER LLC parties be liable for any injuries, losses, claims, or direct damages or any special, exemplary, punitive, incidental, or consequential damages of any kind, whether based in contract, tort, or otherwise, and even if advised of the possibility of such damages, which arise out of or are any way connected with (1) this agreement (including any changes thereto), (2) any use of the WHAT'S YOUR CARRIER LLC sites, services, the WHAT'S YOUR CARRIER LLC content, or the user content, (3) any failure or delay (including, but not limited to, the use or inability to use any component of any of the services), or (4) your visit to any venue or the performance, non-performance, conduct, or policies of any venue in connection with the services. in addition, you specifically understand and agree that any third party directing you to the WHAT'S YOUR CARRIER LLC site by referral, link, or any other means is not liable to user for any reason whatsoever, including, but not limited to, damages or loss associated with the use of the services or the WHAT'S YOUR CARRIER LLC content. if you are a resident of the United Kingdom or European union, the limitation of liability in this agreement shall not apply to any damage arising from our wilful misconduct and gross negligence, nor shall it apply to damage from injury to life, body or health. Please refer to the event software and website user policies on www.WHAT'S YOUR CARRIER LLC.com
- 17. You and WHAT'S YOUR CARRIER LLC understand and agree that the disclaimers, exclusions, and limitations in this Section 17 and in Section 19 are essential elements of this Agreement and that they represent a reasonable allocation of

risk. You understand that WHAT'S YOUR CARRIER LLC would be unable to make the Services available to you except on these terms and agree that this Agreement will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

- 18. Disclaimer of Warranties. you understand that use of the services is at your own risk and WHAT'S YOUR CARRIER LLC cannot guarantee that the services will be uninterrupted or error-free. The services, all WHAT'S YOUR CARRIER LLC content, and any other information, products, and materials contained in or accessed through the services, are provided to user on an "as is" basis and without warranty of any kind. Bespoke sites are an exception, please refer to WHAT'S YOUR CARRIER LLC expressly disclaims all representations, warranties, conditions, or indemnities, express or implied, including, without limitation, any warranty of merchantability, fitness for a purpose, title, or non-infringement, or any warranty arising from a course of dealing, performance, or trade usage. WHAT'S YOUR CARRIER LLC does not warrant that your use of the services will be uninterrupted or error-free, that WHAT'S YOUR CARRIER LLC will review the information or materials made available through the services for accuracy or that it will preserve or maintain any such information or materials without loss. WHAT'S YOUR CARRIER LLC shall not be liable for delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of WHAT'S YOUR CARRIER LLC. Please refer to the event software and website user policies on www.WHAT'S YOUR CARRIER LLC.com
- 19. the foregoing disclaimers apply to the maximum extent permitted by law. you may have other statutory rights. however, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.
- 20. Third-Party Websites, Applications and Services. The Services may contain hypertext links to websites and applications operated by parties other than WHAT'S YOUR CARRIER LLC. Such hypertext links are provided for User's reference only, and WHAT'S YOUR CARRIER LLC does not control such websites and is not responsible for their content. WHAT'S YOUR CARRIER LLC.'s inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. WHAT'S YOUR CARRIER LLC assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party

beneficiary's terms of service, including any license transferability and other usage rules therein. Please refer to the event software and website user policies on www.WHAT'S YOUR CARRIER LLC.com

21. **Release**. Venues and Third-Party suppliers are solely responsible for their interactions with you and all claims, injuries, illnesses, damages, liabilities, and costs ("**Claims**") suffered by you because of your (or such recipient's) interaction with or visit to any Venue or Third-Party Supplier. Users must resolve all disputes directly with Venues and may communicate any issues to their Account Director and/or Consultant. Please refer to our venue booking policy mail

22. **Notify Us of Infringers**. If you believe any of the Services violate your copyright, notify our copyright agent in writing. The contact information for our copyright agent is at the bottom of this Section.

For us to act, you must do the following in your notice:

(a) provide your physical signature;

- (b) identify the copyrighted work that you believe is being infringed;
- (c) identify the item that you think is infringing your work and include sufficient information about where the material is located so that we can find it;
- (d) provide us with a way to contact you, such as your address, telephone number, or email;
- (e) provide a statement that you believe in good faith that the item you have identified as infringing is not authorised by the copyright owner, its agent, or the law to be used in connection with the Services; and
- (f) provide a statement that the information you provide in your notice is accurate, and that (under penalty of perjury) you are authorised to act on behalf of the copyright owner whose work is being infringed.